



Non-Member Limited Access Agreement

Thank you for printing clearly.

Today's Date: ___/___/___
Month Day Year

Account Number: _____

PARTICIPANT:

Parent/Guardian's Name: (if participant is under the age of 18) _____

NOTE: Parent/Guardian must also read and sign below Terms and Condition #5, "Parental Consent, Assumption of Risk..."

Name: (First) _____ (Middle Initial) _____ (Last) _____

Gender: M F

Birth Date: ___/___/___
Month Day Year

Address: _____

City: _____ State: ___ Zip Code: _____ - _____

Home Phone: (____) _____ - _____ Work Phone: (____) _____ - _____

Cell Phone: (____) _____ - _____ Alternate Phone: (____) _____ - _____

E-mail: _____ (Notification of account activation will be sent via e-mail.)

DEPARTMENT USE ONLY:

Activity/Program Name: _____

NOTES: _____

AGREED SCHEDULE:

Day(s) of Week: (Mark all that apply) SU M T W TH F SA

Start Time: ___:___ AM/ PM End Time: ___:___ AM/ PM

Dates: (start) ___/___/___ (expiration): ___/___/___
Month Day Year Month Day Year

TERMS AND CONDITIONS:

1. This agreement does not constitute Club membership. Use of Club is limited to enrolled activity/program facilities only.
2. Participant agrees to abide by published PRO Sports Club Rules and Regulations.
3. PRO Sports Club reserves the right to terminate this agreement for any reason.
4. **WAIVER AND RELEASE OF LIABILITY:** (Read Carefully Before Signing!) I agree that this Waiver and Release of Liability shall apply to each visit I make to the Club, including future visits, regardless of any date of issuance or expiration date on the Guest or Permanent membership card, and regardless of the date that this form is signed below. I understand and acknowledge there is risk involved in being in and around PRO Sports Club's facilities, including, but not limited to, utilizing equipment or participating in any exercise or fitness activity. In consideration for being allowed to utilize PRO Sports Club's facilities, I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs, or other damages, that might occur to me and/or to my family while on the premises of PRO Sports Club or participating in any off-site PRO Sports Club program or activity; and to the maximum extent allowed by law, I agree to waive and release any and all claims, suits, or related causes of action against Professional Recreation Organization, Inc., its owners, officers, employees, or agents (collectively PRO Sports Club), for negligence, injury, loss, death, costs, or other damages to me, my heirs or assigns, while on the premises of PRO Sports Club or participating in any off-site PRO Sports Club program or activity. I further agree I will indemnify, defend and hold PRO Sports Club harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs, or other damages to me, my heirs or assigns, or third parties for claims, suits, or related causes of action asserted against PRO Sports Club arising from my conduct and/or my family's conduct while on the premises of PRO Sports Club or participating in any off-site PRO Sports Club program or activity and this waiver and release shall bind the members of my family and my spouse or registered domestic partner, if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue PRO Sports Club. I further agree to release, indemnify, defend and hold PRO Sports Club harmless from any liability whatsoever for future claims presented by my children or any other minor children or their parents, whose visit to PRO Sports Club is sponsored by me, for any injuries, losses or damages to themselves or any family member or registered domestic partner. If any term of this waiver and release shall be found illegal, unenforceable or in conflict with any applicable law, the validity of the remaining portions shall not be affected thereby. (Initials: ___)
5. **PARENTAL CONSENT, ASSUMPTION OF RISK, INDEMNIFICATION AND RELEASE OF LIABILITY AGREEMENT:** In consideration of above Participant, hereinafter referred to as MINOR CHILD, being allowed to participate in the above Activity/Program or service, I voluntarily agree to assume all risks involved in my MINOR CHILD's participation, and consent to my MINOR CHILD's participation in the program or service. I understand that there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my MINOR CHILD's participation in the program or service that cannot be specifically listed. Further, I recognize that the actions of other users of the PRO Sports Club may cause harm or loss to my MINOR CHILD'S person or property. I release the PRO Sports Club and its owners, officers, employees, or agents (hereinafter referred to as "PRO Sports Club") from any and all liability, claims, costs, expenses, injuries or losses, including those resulting from acts of negligence by the PRO Sports Club, that I or my MINOR CHILD may otherwise sustain as a result of my MINOR CHILD's participation in the program or service.. I FURTHER AGREE that if, despite this PARENTAL CONSENT, ASSUMPTION OF RISK, INDEMNIFICATION AND RELEASE OF LIABILITY AGREEMENT, MY MINOR CHILD, I, or anyone on my behalf, makes a claim against PRO Sports Club, I will defend, indemnify, save and hold harmless PRO Sports Club from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. If any part or portion of this Parental Consent, Assumption of Risk and Release of Liability is determined to be invalid or unenforceable, the remaining parts or portions shall be enforceable to the fullest extent permitted by law. By signing as the parent or guardian of the MINOR CHILD, I

represent that I am the legal parent or guardian of the MINOR CHILD. I, the undersigned parent or legal guardian, acknowledge that I am also signing this Assumption of Risk and Release of Liability on behalf of the MINOR CHILD and that the MINOR CHILD shall be bound by the terms of this Assumption of Risk and Release of Liability. In the case of an emergency where I cannot be reached, I hereby authorize PRO Sports Club, it's employees and the treating physician to obtain or provide what medical treatment is deemed necessary for the immediate welfare of my MINOR CHILD as named above. I have carefully read this Assumption of Risk and Release of Liability and fully understand its contents. I am aware that this Assumption of Risk and Release of Liability is a contract between PRO Sports Club and myself and on behalf of my MINOR CHILD (as named above), I sign it of my own free will.
(Initials: _____)

SIGNATURES: *By my signature below I understand and agree to the above terms and conditions.*

(If available and applicable, we request the names and signatures of two legal parents or two legal guardians on this document.)

_____	_____	____/____/____
<i>LEGAL parent or Guardian #1 (Printed)</i>	<i>(Signature)</i>	<i>Month Day Year</i>

_____	_____	____/____/____
<i>LEGAL parent or Guardian #2 (Printed)</i>	<i>(Signature)</i>	<i>Month Day Year</i>

_____	_____	____/____/____
<i>Participant (if age 18 or older) (Printed)</i>	<i>(Signature)</i>	<i>Month Day Year</i>

_____	_____	____/____/____
<i>PRO Sports Club Representative</i>		<i>Month Day Year</i>